



This Intergovernmental Agreement is entered into pursuant to Arizona Revised Statutes (A.R.S.) §§11-952 et seq. between the Arizona Department of Education (ADE), a State Agency of the State of Arizona, serving as the State of Arizona's State Educational Agency, and the Arizona Department of Economic Security (DES), a State Agency of the State of Arizona, serving as the Lead Agency for implementing Part C of the Individuals with Disabilities Education Act.

The ADE and the DES agree to the following terms:

- 1.0 The ADE is authorized to enter into this Intergovernmental Agreement (IGA or Agreement) by A.R.S. §8-652 and the DES is authorized to enter into this IGA by virtue of A.R.S. §§8-652 and 41-1954(A). ADE is further complying with 34 C.F.R. §300.125(c) by delineating the mutual responsibilities for the State Educational Agency and the Lead Agency.
- 2.0 This Agreement shall become effective on September 1, 2004 and shall remain in effect through June 30, 2007. Until the effective date of this Agreement, the previous IGA between ADE and DES relating to Child Find services remains in effect. The Agreement may be extended for two additional years with the written consent of both parties. As required by law and as specified in Section 7.0, Oversight Responsibility, DES is to oversee the execution of this IGA within Arizona Early Intervention Program (AzEIP) service providing agencies and the ADE is to oversee the execution of this IGA by Public Education Agencies. This IGA does not alter or diminish either the ADE'S or DES/AzEIP's responsibilities to ensure compliance with Child Find or other legal requirements. In the event that either party fails to meet the obligations set forth in this IGA, the parties shall resolve issues of noncompliance as set forth in Section 7.3 of this IGA. Should either party elect to terminate or cancel this IGA, the party shall notify the other in writing at least one month prior to the proposed termination of this IGA by submitting notice to the Technical Contact noted in Section 11.0.
- 3.0 Purposes of the Agreement
  - 3.1 To ensure that all children, birth through five years of age, with developmental delays or disabilities are located, identified and evaluated according to 34 C.F.R. §§300.125, and 303.321 of the regulations implementing the Individuals with Disabilities Education Act (IDEA) 1997, Parts B and C and Arizona Administrative Code (A.A.C.) R7-2-401.C-D.
  - 3.2 To ensure families' rights to services for which they are eligible, to delineate responsibilities of each agency in implementing Child Find requirements, and to establish uniformity statewide that will provide for coordination of a seamless system for identifying and serving children ages birth through five with developmental delays or disabilities according to the IDEA, Parts B and C (34 C.F.R. §§300 et seq., 34 C.F.R. §§303 et seq.) and the A.A.C. R7-2-401.C-D.

- 3.3 To clarify oversight responsibilities of the ADE and DES/AzEIP to ensure Child Find requirements are being met by both Public Education Agencies (PEAs) and AzEIP service providing agencies.

#### 4.0 Definitions

- 4.1 Arizona Early Intervention Program (AzEIP) is the comprehensive, coordinated system of early intervention services authorized in A.R.S. §8-652 and implemented through the collaborative activities of five AzEIP participating agencies and their contractors. The five participating state agencies identified in A.R.S. §8-652 are: Arizona Department of Economic Security, Arizona State Schools for the Deaf and the Blind, Arizona Department of Health Services, the Arizona Health Care Cost Containment System, and the Arizona Department of Education. AzEIP is the total effort in Arizona that is directed to find, assess, and meet the needs of children eligible under IDEA, Part C, and their families.
- 4.2 Assessment for children birth through 2 years entails ongoing procedures used by appropriate, qualified personnel throughout the period of the child's eligibility for early intervention services to identify:
- the child's unique strengths and needs and the services appropriate to meet those needs; and
  - the resources, priorities and concerns of the family and the supports and services necessary to enhance the family's capacity to meet the developmental needs of their infant or toddler with a disability.
- 4.3 AzEIP Eligibility Process includes formal and informal procedures for screening, assessment and evaluation of a child, birth through 2 years of age, to document and support an eligibility determination within 45 days of referral to AzEIP. A child is determined eligible based on documentation of an established condition by a qualified professional or an assessment that indicates the child meets AzEIP eligibility criteria for developmental delay as defined in 4.23 of this section.
- 4.4 AzEIP Service Providing Agencies are the state agencies that provide early intervention services under IDEA, Part C: Arizona Department of Economic Security, Arizona State Schools for the Deaf and the Blind, and Arizona Department of Health Services.
- 4.5 Child Find refers to requirements in IDEA and 34 C.F.R. §300.125: "The State must have in effect policies and procedures to ensure that all children with disabilities residing in the state, including children with disabilities attending private schools, regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, and evaluated..." and those in A.A.C. R7-2-401.C.1: "Each public agency shall inform the general public and all parents... of the availability of special education services for students aged three through 21 years and how to access those services. This includes information regarding early intervention services for children aged birth through 2 years."

- 4.6 Department of Economic Security, Arizona Early Intervention Program (DES/AzEIP) is the office within DES responsible for fulfilling all lead agency responsibilities as described in Part C of IDEA, for early intervention services for children birth through two years old and their families.
- 4.7 Developmental Tracking is the periodic, developmental screening available to families who have been referred to AzEIP, but are not eligible for AzEIP. The purpose of developmental tracking is to determine if the status of the infant or toddler has changed with respect to potential eligibility for AzEIP. If developmental tracking indicates that the child's status may have changed and the family would like to explore eligibility for AzEIP, the initial planning process provider recognizes this as a referral subject to AzEIP policies, procedures and requirements, including those set forth in this Agreement.
- 4.8 District of Residence is the elementary district (K-8<sup>th</sup> grades) or unified district (K-12<sup>th</sup> grades) in which the Parent of the child resides. For the purposes of this IGA, Parent shall be defined in accordance with Section 4.20. The District of Residence ensures Child Find for children aged birth through 21 years and service provision for eligible children aged 3 through 21 years.
- 4.9 Evaluation for children aged birth through two years means the procedures used by appropriate, qualified personnel to determine a child's initial and continuing eligibility for AzEIP, including determining the status of the child in each of the developmental areas (34 C.F.R. §303.322 (b)(1)). For children aged three to five years, evaluation means procedures used in accordance with 34 C.F.R. §§300.530-300.536 to determine whether a child has a disability and is in need of special education services and the nature and extent of special education and related services that the child needs in accordance with 34 C.F.R. §300.500.
- 4.10 Free Appropriate Public Education (FAPE) means special education and related services that meet state standards and are provided based upon an Individual Education Program. These services are provided at public expense, under public supervision and direction, without charge to the Parents and must be provided in the least restrictive environment (LRE) in accordance with 34 C.F.R. §§300.13 and 300.550.
- 4.11 Identification is the process of determining if a child is suspected of having a developmental delay or disability and includes screening of vision, hearing, cognition, motor skills, social/emotional skills, speech/language, and adaptive development.
- 4.12 Individualized Education Program (IEP) means a written statement developed, reviewed, or revised in accordance with applicable federal and state laws and regulations, for providing special education services to each eligible child with a disability. [20 U.S.C. 1401(11), 34 C.F.R. §§300.340 – 300.552; A.R.S. §15-761, *et. seq*; A.A.C. R7-2-401.

- 4.13 Individualized Family Service Plan (IFSP) is a written plan developed by a multidisciplinary team, including the Parent (as defined in Section 4.20), which includes statements of: (a) the child's present levels of development; (b) with the concurrence of the family, the family's priorities, resources and concerns related to enhancing the development of the child; (c) the major outcomes expected; (d) the specific early intervention services necessary, and the method and environments of service provision; (e) the projected dates of service; (f) the name of the service coordinator; and (g) the transition plan.
- 4.14 Initial Planning Process (IPP) is a process initiated in response to a referral to AzEIP. The IPP includes the sharing and gathering of information, screening, evaluation/assessment, eligibility determination, and, for children who are eligible, the development of the IFSP. With parental consent, children ineligible for AzEIP may be enrolled in AzEIP's developmental tracking system by the IPP Team.
- 4.15 Initial Planning Process Team is the multidisciplinary team, as defined in 34 C.F.R. §303.17, responsible for completion of the initial planning process of all children potentially eligible for Part C within a specified geographic area. The IPP team is the system point of contact for families seeking early intervention services for their children.
- 4.16 Initial Planning Process Team Lead is the member of the Initial Planning Process Team who has the expertise most immediately relevant to the priorities and concerns at the time of Initial Referral. The IPP Team Lead shares information about the purpose of early intervention services; gathers relevant child and family information; conducts or facilitates screenings, evaluations and assessments; and serves as the coordinator of services to the family throughout the process of referral, intake, evaluation, eligibility determination, and initial IFSP development.
- 4.17 Initial Referral is the first time a child is referred to AzEIP or a PEA for the purpose of determining eligibility under Part C or Part B.
- 4.18 Multidisciplinary as defined in 34 C.F.R. §303.17 means the involvement of two or more disciplines or professions in the provision of integrated and coordinated services, including evaluation and assessment activities in 34 C.F.R. §303.322 and development of the IFSP in 34 C.F.R. §303.342.
- 4.19 Multidisciplinary Evaluation Team means, in accordance with A.R.S. §§15-761(16), a team of persons including individuals described as the IEP team (specified in 34 C.F.R. §300.344) and other qualified professionals who shall determine if a child is eligible for special education services. The determination of eligibility for special education services is solely the responsibility of the multidisciplinary evaluation team in accordance with A.R.S. §15-766.
- 4.20 Parent means (1) a natural or adoptive parent of a child; (2) a legal guardian of a child; (3) a person acting in place of a parent (such as a relative or stepparent with whom a child lives, or a person who is legally responsible for the child's welfare); or

(4) a surrogate parent who has been assigned in accordance with relevant law. "Parent" does not include the State.

4.21 Parental Consent is informed consent provided by a Parent, as defined in Section 4.20, and as appropriate under law.

4.22 Part B Eligibility Criteria for Preschool Special Education Services in accordance with A.R.S. §15-766:

*Hearing Impairment* means a loss of hearing acuity, as determined by evaluation pursuant to A.R.S. §15-766, which interferes with the child's performance in the educational environment and requires the provision of special education and related services.

*Preschool Moderate Delay* means performance by a preschool child on a norm-referenced test that measures at least one and one-half, but not more than three, standard deviations below the mean for children of the same chronological age in two or more of the following areas:

- (a) Cognitive development.
- (b) Physical development.
- (c) Communication development.
- (d) Social or emotional development.
- (e) Adaptive development.

The results of the norm-referenced measure must be corroborated by information from a comprehensive developmental assessment and from parental input, if available, as measured by a judgment-based assessment or survey. If there is a discrepancy between the measures, the evaluation team shall determine eligibility based on a preponderance of the information presented.

*Preschool Severe Delay* means performance by a preschool child on a norm-referenced test that measures more than three standard deviations below the mean for children of the same chronological age in one or more of the following areas:

- (a) Cognitive development.
- (b) Physical development.
- (c) Communication development.
- (d) Social or emotional development.
- (e) Adaptive development.

The results of the norm-referenced measure must be corroborated by information from a comprehensive developmental assessment and from parental input, if available, as measured by a judgment based assessment or survey. If there is a discrepancy between the measures, the evaluation team shall determine eligibility based on a preponderance of the information presented.

*Preschool Speech/Language Delay* means performance by a preschool child on a norm-referenced language test that measures at least one and one-half standard deviations below the mean for children of the same chronological age or whose speech, out of context, is unintelligible to a listener who is unfamiliar with the child. Eligibility under this paragraph is appropriate only if a comprehensive developmental assessment or norm-referenced assessment and parental input indicate that the child is not eligible for services under another preschool category. The evaluation team shall determine eligibility based on a preponderance of the information presented.

*Visual Impairment* means a loss in visual acuity or a loss of visual field as determined by evaluation pursuant to A.R.S. §15-766, that interferes with the child's performance in the educational environment and that requires the provision of special education and related services.

4.23 Part C Eligibility Criteria for Early Intervention Services in accordance with A.R.S. §8-651:

The State of Arizona defines as eligible a child between birth and 36 months of age, who is developmentally delayed or who has an established condition that has a high probability of resulting in a developmental delay.

A child from birth to 36 months of age will be considered to exhibit developmental delay when that child has not reached 50 per cent of the developmental milestones expected at his/her chronological age, in one or more of the following domains: (1) physical: fine and/or gross motor/sensory (includes vision and/or hearing); (2) cognitive; (3) language/communication; (4) social or emotional; or (5) adaptive (self-help). Established conditions that have a high probability of developmental delay include, but are not limited to: chromosomal abnormalities; metabolic disorders; hydrocephalus; neural tube defects (e.g., spina bifida); intraventricular hemorrhage, grade 3 or 4; periventricular leukomalacia; cerebral palsy; significant auditory impairment; significant visual impairment; failure to thrive; and severe attachment disorders. The State's definition of "eligible child" does not include children who are at risk of having substantial delays if early intervention services are not provided.

4.24 Public Education Agency (PEA) means a school district, charter school, accommodation school, state supported institution or other political subdivision of the state that is responsible for providing education to children with disabilities.

4.25 Screening means the informal or formal process of determining the status of a child with respect to appropriate developmental and academic norms that may indicate the need for an evaluation to determine eligibility for Part C or Part B services. Screening may include observations, family interviews, review of medical, developmental or education records, or administration of specific screening instruments identified by the test publisher as appropriate for use as screening tools. Screening does not include an assessment or evaluation to determine eligibility.

- 4.26 Tracking refers to documentation of the major steps conducted during the process of identifying if a child is eligible to receive early intervention or preschool special education services.

## 5.0 Child Find Policies and Procedures

- 5.1 Both DES/AzEIP and the ADE will ensure that their respective policies and procedures for Child Find requirements are established and disseminated to all public education agencies and AzEIP service providing agencies that are subsequently required to adhere to them.

### 5.2 Public Awareness for Child Find

DES/AzEIP and the ADE will continue to provide annual financial support for publishing and disseminating the *Every Step Counts* or comparable products. The ADE and DES/AzEIP will collaborate in developing additional products targeted to specific audiences, including the general public and families for whom written English is not a preferred mode of communication, using a mutually agreed upon annual dissemination plan.

DES/AzEIP and the ADE agree to collaborate by supporting annual development and provision of public awareness materials to staff in medical facilities and other primary referral sources, including families. Educational materials and strategies will describe: 1) the purpose and availability of early intervention and preschool special education services; 2) the procedures for referral to AzEIP or preschool special education; and (3) criteria for eligibility.

DES/AzEIP and the ADE agree to finance, develop and provide annual training for AzEIP initial planning process contractors and PEA staff regarding: 1) the protocol for the child identification process for children birth to five; 2) public awareness and Child Find obligations; 3) release of directory information without parental consent; and 4) best practices for Child Find efforts to ensure all children, birth to five years of age with delays or disabilities are located, identified, and evaluated. DES/AzEIP and the ADE will each maintain their respective web sites to facilitate referral of families to local AzEIP and preschool special education services throughout the state. Links to other relevant sites will be included to assist Parents in acquiring other family supports they may need.

## 6.0 Child Identification Procedures- Initial Referrals/Assessments/Evaluations

### 6.1 Mutual Responsibilities

AzEIP is required to determine eligibility for Part C services, and conduct the IFSP meeting within 45 calendar days of Initial Referral. Therefore, the PEA shall expedite the eligibility determination process by notifying the AzEIP Initial Planning

Process Team within two working days of receipt of a concern regarding a child aged birth through two years, using the *Arizona's Child Find Tracking Form* and maintaining a copy of the tracking form for monitoring purposes.

The District of Residence is required to determine eligibility for Part B services and, for an eligible child, conduct an IEP meeting and ensure the provision of FAPE no later than the child's 3<sup>rd</sup> birthday. Therefore, AzEIP shall expeditiously notify the PEA of the receipt of a concern regarding a child older than 2 years 9 months. Districts are permitted, but not required under state law, to provide Part B services to children aged 2 years, 9 months. As required under Part B of IDEA and the Arizona Administrative Code, the District of Residence responds to referrals for evaluation in a timely manner regardless of the school calendar.

## 6.2 Use of the Arizona's Child Find Tracking Form

The ADE and DES/AzEIP require PEAs and AzEIP Initial Planning Process Teams to use the *Arizona's Child Find Tracking Form*, a state standardized form, to track Initial Referrals of children from PEAs to AzEIP Initial Planning Process Teams and vice versa. PEAs and AzEIP are required to: 1) inform Parents that directory information will be forwarded; 2) use the tracking form to communicate Initial Referral information; and 3) track the status of a referral. The tracking form helps ensure appropriate oversight by the DES/AzEIP and the ADE. The tracking form is not intended to be used by physicians, families or other referral sources, nor to replace other forms for initiating referrals. The *Arizona's Child Find Tracking Form* is to be used only for Initial Referrals to the Parts C and B programs.

### 6.2.1 For Children Aged Birth to 2 Years and 9 Months Referred from the PEA to AzEIP

When an AzEIP Initial Planning Process Team receives an Initial Referral from a PEA for a child aged birth to 2 years and 9 months, the AzEIP IPP team will: 1) initiate the AzEIP eligibility determination process; 2) notify the referring PEA by faxing the *Arizona's Child Find Tracking Form* within 30 calendar days from receipt of the Initial Referral; and 3) maintain a copy of the tracking form for monitoring purposes.

If the PEA has not received notification from AzEIP within 30 calendar days from the date of Initial Referral to AzEIP, the PEA will contact the local AzEIP Initial Planning Process Team to determine the status of the referral. If the eligibility determination process has been delayed, the PEA must complete the Alert portion of the *Arizona's Child Find Tracking Form* and fax a copy to the ADE within two working days. The ADE will contact DES/AzEIP to ensure the eligibility determination process is being expedited to meet State and federal timelines. If an Alert has been filed, the AzEIP Initial Planning Process Team lead must notify the Parents, the PEA, DES/AzEIP and the ADE upon completion of the eligibility determination



process. The AzEIP Initial Planning Process Team lead shall maintain a copy of the tracking form for monitoring purposes.

6.2.2 For Children Aged 2 Years and 6 Months – 2 Years and 9 Months Referred from the PEA to AzEIP

While AzEIP retains the responsibility for evaluation and services for this age group, the District of Residence should participate in the eligibility determination process due to the district's responsibility to provide FAPE to an eligible child by no later than the child's third birthday. This participation will reduce the potential for duplicative evaluation efforts and will enhance the district's capacity to prepare for and serve the child in a timely manner. Districts that exercise the state option of serving children with disabilities at 2 years and 9 months shall participate in the eligibility determination process for children in this age group.

Children aged 2 years and 6 months – 2 years and 9 months will be referred to AzEIP Initial Planning Process Teams. If an evaluation is needed, AzEIP staff will notify the District of Residence in order to facilitate the district's participation in the eligibility determination process.

If the PEA has not received notification from AzEIP within 30 calendar days from the date of Initial Referral to AzEIP, the PEA will contact the local AzEIP Initial Planning Process Team to determine the status of the referral. If the eligibility determination process has been delayed, the PEA must complete the Alert portion of the *Arizona's Child Find Tracking Form* and fax a copy to the ADE within two working days. The ADE will contact DES/AzEIP to ensure the eligibility determination process is being expedited. If an Alert has been filed, the AzEIP Initial Planning Process Team lead must notify the Parents, PEA, DES/AzEIP and the ADE upon completion of the eligibility determination process. The AzEIP Initial Planning Process Team Lead shall maintain a copy of the tracking form for monitoring purposes.

6.2.3 For Children Aged 2 Years and 9 Months – 3 Years Referred to AzEIP or a PEA

For an eligible child between the ages of 2 years and 9 months – 3 years, entry into school district services is imminent; however the child remains eligible for consideration for Part C services. Therefore, regardless of which agency (AzEIP or PEA) receives the Initial Referral, that agency is obligated to explain to the Parent the eligibility determination processes and the service delivery systems under both Part B and Part C. If a charter school or union high school district is in first contact with the Parent, that PEA is still responsible for providing the Parent with an explanation as to the following for Part C and Part B: 1) eligibility criteria; 2) eligibility determination processes; and 3)

service delivery systems. Following that explanation, the Parent may elect to initiate the eligibility determination process under either Part B or Part C or both. If a child in this age range is found eligible for Part B services, the school district shall develop an IEP that ensures the provision of FAPE to the child by the child's 3<sup>rd</sup> birthday.

*If the Parent chooses both Part C and Part B eligibility determinations:*

1) If the Parent elects to have the child's eligibility considered under both Parts of IDEA, the agency in first contact with the Parent is to document the Parent's decision on the tracking form and immediately fax it to the other agency that is responsible for the eligibility determination as to its programs; and 2) Within 30 calendar days of the Initial Referral date, the District of Residence will facilitate a joint assessment of the child's eligibility for services under Part C or Part B and will document completion of the process on the tracking form as well as fax a copy to the AzEIP IPP Team Lead.

*If the Parent chooses the Part C eligibility determination:*

1) If a PEA receives the Initial Referral and the Parent elects an eligibility determination for Part C, then procedures outlined in 6.2.1 above will be followed; and 2) If AzEIP receives the Initial Referral and the Parent elects to have the child's eligibility considered under Part C only, then AzEIP will follow established procedures for Part C and is not required to use the tracking form.

*If the Parent chooses the Part B eligibility determination:*

1) If AzEIP receives the Initial Referral and the Parent elects an eligibility determination under Part B only, then procedures outlined in 6.2.4 below will be followed; and 2) If the District of Residence receives the Initial Referral and the Parent elects the eligibility determination for Part B only, then the District of Residence will follow established procedures and is not required to use the tracking form.

#### 6.2.4 For Children Ages 3 – 5 referred from AzEIP, Charter Schools, or Union High Schools to the District of Residence

Upon learning of a Parent's concern regarding a child's development, the District of Residence is required to screen and/or evaluate the child within the state prescribed timelines.

Upon receipt of a concern about a child's development or a request for an evaluation from a Parent of a child ages 3-5 years old, AzEIP, charter schools and union high schools will refer Parents to the District of Residence

for a screening or evaluation. They will use the *Arizona's Child Find Tracking Form* and fax it to the District of Residence within two working days of the date of Initial Referral. The District of Residence will conduct a screening and/or evaluation and notify the referring agency of the status of the referral within 30 calendar days of the Initial Referral.

If the District of Residence has not contacted the referring agency within 30 calendar days from the date of Initial Referral, the referring agency shall contact the District of Residence to determine the status of the referral.

If the District of Residence has not initiated the eligibility determination process, the referring agency will complete the Alert portion of the *Arizona's Child Find Tracking Form* and fax it to the ADE within two working days. The ADE will ensure the screening and/or evaluation (if parental consent has been obtained) is in process and being expedited to meet state timelines. If an Alert has been filed, the District of Residence must notify the ADE, the Parents and referring agency upon completion of the screening or evaluation. The District of Residence shall maintain a copy of the tracking form for monitoring purposes.

#### 6.2.5 Charter School and Union High School District Child Find Responsibilities for Children Ages Birth - 5

For children aged birth through 5, charter schools and union high school districts are required to provide public awareness for Child Find and make referrals to AzEIP or the District of Residence for screening, evaluation, and provision of services for eligible children. Charter schools and union high school districts will complete the *Arizona's Child Find Tracking Form* to make Initial Referrals to AzEIP and/or the District of Residence and fax it within two working days of receipt of a statement of concern.

If AzEIP or the District of Residence has not contacted the referring agency within 30 calendar days from the date of Initial Referral, the referring agency will contact AzEIP or the District of Residence to determine the status of the eligibility determination process.

If AzEIP or the District of Residence has not initiated the eligibility determination process, the charter school staff or union high school district staff will complete the Alert portion of the *Arizona's Child Find Tracking Form* and fax a copy to the ADE within two working days. The ADE will ensure the eligibility determination process is being expedited to meet state timelines. If an Alert has been filed, AzEIP or the District of Residence must notify the Parents, the referring agency, and ADE upon completion of the screening or evaluation. AzEIP or the District of Residence shall maintain a copy of the tracking form for monitoring purposes.

## 7.0 Oversight Responsibility

7.1 DES/AzEIP oversees the AzEIP service providing agencies and the network of early intervention service providers to ensure adherence to the requirements of IDEA, Part C. This includes, but is not limited to, conducting compliance monitoring for the IDEA, Part C, and its implementing regulations to ensure that AzEIP service providing agencies are adhering to DES/AzEIP policies and procedures, as well as the provisions of this Agreement. If the provisions herein are not followed as set forth, the ADE is not absolved of its obligation to ensure Child Find procedures are implemented according to IDEA.

7.2 The ADE is responsible for oversight of all public education agencies' compliance with Part B of IDEA and the terms of this Agreement. This includes, but is not limited to, conducting compliance monitoring for the IDEA, Part B, and its implementing regulations, to ensure PEAs are adhering to the ADE's policies and procedures, as well as the provisions herein.

### 7.3 Dispute Resolution/Compliance Oversight

(A) If a Parent, PEA, AzEIP IPP Team member or other interested individual believes that a PEA or an AzEIP IPP Team member/AzEIP Contractor is not fulfilling its obligations under this Agreement or applicable law concerning Child Find procedures for children with developmental delays or disabilities, that individual may take one or both of the following steps:

(1) Seek technical assistance from DES/AzEIP or ADE. It is recommended that AzEIP Service Coordinators or AzEIP Contractors contact DES/AzEIP and that PEAs contact ADE with concerns. Technical assistance may be obtained by writing or calling the Technical Contacts identified in Section 11.0 of this Agreement. At the discretion of the Technical Contact, individuals may be asked to put their concerns in writing in order to promote resolution of the issue.

(2) File a Complaint with DES or ADE. DES and ADE have each established complaint and dispute resolution procedures in order to comply with, respectively, Part C and Part B of the IDEA. Information about the available complaint and dispute resolution procedures may be obtained as follows:

DES – <http://www.azdes.gov/azeip/safeguard.asp>

ADE - <http://www.ade.az.gov/ess/dispute/complaintprocedures.pdf>

(B) If DES or ADE believes that the other party has failed to meet the obligations set forth in this IGA, the aggrieved party shall engage the following process to resolve issues of noncompliance. First, the DES and ADE Technical Contacts identified in Section 11.0 of this IGA shall investigate and attempt to resolve the alleged issue of non-compliance within 90 days of receipt of written notice of the

issue. Second, if the matter remains unresolved, it shall be brought to the attention of the DES Director, or the DES Director's designee, and the ADE Deputy Associate Superintendent, Exceptional Student Services, as designee for the Superintendent of Public Instruction. The DES and ADE Technical Contacts shall prepare for their respective Director or Designee a written statement including: (a) a description of the issue of alleged noncompliance; (b) efforts to resolve the issue; and (c) recommended strategies for resolving the issue. Third, if the matter is not resolved by the DES Director, or the DES Director's designee, and the Superintendent's Designee within 90 days, DES and ADE shall seek the assistance of the Governor's Office in order to resolve the issue.

- (C) Disputes between the Parties arising under this Agreement that are not resolved according to the processes described in 7.3(B) shall be subject to arbitration to the extent required by A.R.S. §12-1518.

#### 8.0 Financial Responsibilities

8.1 The agency or entity assigned responsibility for activities herein shall be responsible for paying for or coordinating access to the resources to ensure the completion of the activity. This Agreement does not require the transfer of funds between ADE and DES, nor between the PEAs and the AzEIP service providing agencies and the provider network.

8.2 Every obligation of ADE and DES under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligation. If funds are not allocated, nor available for continuance of this Agreement, ADE or DES may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to ADE or DES in the event this provision is exercised; however both agencies shall continue to comply with federal and state law.

9.0 This Agreement shall be construed under the laws of the State of Arizona and all laws governing an Intergovernmental Agreement.

#### 10.0 Other Provisions

10.1 Modification. This Agreement may only be modified in writing and must be signed by both parties or their duly authorized agents.

10.2 Non-Discrimination. The parties comply with Executive Order 99-4, which mandates that all persons regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The parties shall

take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, political affiliation or disability.

- 10.3 Cancellation for Conflict of Interest. Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the other party receives written notice of the cancellation unless the notice specifies a later time.
- 10.4 Records. To the extent required by A.R.S. §§35-214 and 35-215 applies, both parties shall retain all data, books and other records relating to this Agreement for a period of five years after termination of the Agreement. All records shall be subject to inspection and audit by the other party at reasonable times. Upon request, the parties shall produce the original of any or all such records.
- 10.5 Confidentiality. Both parties agree to maintain the confidentiality of records relating to children with disabilities in accordance with the Family Educational and Privacy Rights Act of 1974, A.R.S. §15-141(A) and other applicable laws.

- 11.0 All written communications shall be addressed and mailed or personally served upon the parties as follows:

To the DES:

Arizona Department of Economic Security  
3839 North Third Street, Suite 304  
Phoenix, Arizona 85012

Technical Contact:  
DES/AzEIP Executive Director  
(602) 532-9960

To the ADE:

Arizona Department of Education  
Exceptional Student Services  
1535 West Jefferson Street, Bin #24  
Phoenix, AZ 85007

Technical Contact:  
Child Find Coordinator  
(602) 364-4015

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004

Arizona Department of Education

\_\_\_\_\_  
(Signature of Authorized Individual)

Joanne C. Phillips, Deputy Associate Superintendent, Exceptional Student Services

\_\_\_\_\_  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004

Arizona Department of Economic Security

\_\_\_\_\_  
(Signature of Authorized Individual)

David A. Berns, Director

\_\_\_\_\_  
Attorney General Contract No. \_\_\_\_\_, which  
is an Agreement between public agencies, has been reviewed  
pursuant to A.R.S. §11-952 by the undersigned Assistant  
Attorneys General, who have determined that it is in the  
proper form and is within the powers granted under the laws  
of the State of Arizona to those parties to the Agreement  
represented by the Attorney General.

The Attorney General, by:

\_\_\_\_\_  
Therese Martin *Date*  
Assistant Attorney General representing  
Arizona Department of Economic Security

\_\_\_\_\_  
Dena R. Epstein *Date*  
Assistant Attorney General representing  
Arizona Department of Education